



Atty. Dkt. No. 050418-0439

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Alan W. EASTMAN et al.  
Title: ADJUSTABLE CHILD SEAT  
FOR TODDLERS TO SMALL  
CHILDREN  
Appl. No.: 10/726,621  
Filing Date: 12/04/2003  
Examiner: White, Rodney Barnett  
Art Unit: 3636

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Graco Children's Products Inc., having its principal place of business at 150 Oaklands Boulevard, Exton, PA 19341, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/726,621, filed 12/04/2003, which is a continuation of U.S. Patent Application No. 09/567,098, filed 05/08/2000, by virtue of an Assignment filed and recorded on 08/07/2000, on Reel/Frame 011043/0140, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,705,675, which issued on U.S. Patent Application No. 09/567,098, filed 05/08/2000, by virtue of that same Assignment filed and recorded on 08/07/2000, on Reel/Frame 011043/0140, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Your Petitioner, Graco Children's Products Inc., hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent

6,705,675, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,705,675 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,705,675 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,705,675 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,705,675 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,705,675, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that she has reviewed the Assignment attached as APPENDIX A, and to the best of her knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,705,675 rests with Petitioners, Graco Children's Products Inc.. The undersigned declares that all statements made herein of her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under

Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date September 17, 2004

By Mary Michelle Kile

FOLEY & LARDNER LLP

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Telephone: (202) 672-5428

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Mary Michelle Kile

Attorney for Applicants

Registration No. 35,217

## ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

**Graco Children's Products Inc.  
51 South Pine Street  
Elverson, Pennsylvania 19520**

its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the invention in

### **ADJUSTABLE CHILD SEAT FOR TODDLERS TO SMALL CHILDREN**

as set forth in this United States Patent Application

\_\_\_\_\_ executed concurrently herewith

\_\_\_\_\_ executed on \_\_\_\_\_

X Serial No. 09/567,098 filed May 8, 2000

said application for United States Letters Patent, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.

The undersigned hereby grant the firm of FOLEY & LARDNER the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Executed this 9 day of JUNE, 2000.

Alan W. Eastman  
Alan W. Eastman

State of OHIO)

County of SUMMIT) SS:

Before me personally appeared said ALAN W. EASTMAN  
and acknowledged the foregoing instrument to be his free act and deed this 9 day  
of JUNE, 2000.

Seal

Gloria Ann Zambito  
(Notary Public)  
**GLORIA ANN ZAMBITO, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Nov. 21, 2004

Executed this 9 day of JUNE, 2000.

Robert J. Warner, Jr.  
Robert J. Warner, Jr.

State of OHIO)

County of SUMMIT) SS:

Before me personally appeared said ROBERT J. WARNER, JR.  
and acknowledged the foregoing instrument to be his free act and deed this 9 day  
of JUNE, 2000.

Seal

Gloria Ann Zambito  
(Notary Public)  
**GLORIA ANN ZAMBITO, Notary Public**  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Nov. 21, 2004